

MUTUAL EASEMENT AGREEMENT

1505466 cm

Key # 45-16-10-101-003-000-012

This Mutual Easement Agreement ("Agreement") is dated effective the 10th day of February, 2016, by and between 109th & BROADWAY, LLC as owner of a certain parcel of property located in Crown Point, Indiana (the "Lot 2 Owner"), and BROADWAY GROUP, LLC, as owner of a certain parcel of property located in Crown Point, Indiana (the "Lot 1 Owner").

WITNESSETH

WHEREAS, the Lot 1 Owner is the owner of record of a parcel of real estate located in the City of Crown Point, Lake County, Indiana, and more particularly depicted on the attached "Exhibit A" ("Lot 1"); and

WHEREAS, the Lot 2 Owner is the owner of record of a parcel of real estate located in the City of Crown Point, Lake County, Indiana, more particularly depicted on the attached "Exhibit A" ("Lot 2"); and

WHEREAS, Lot 1 and Lot 2 are contiguous to each other; and

WHEREAS, the Lot 1 Owner and the Lot 2 Owner are willing to enter into this Agreement to allow for ingress and egress over each other's property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Grant of Easement to Lot 1. The Lot 2 Owner hereby grants and conveys to the Lot 1 Owner, its successors and assigns, a perpetual and non-exclusive easement in and across that portion of Lot 2, more particularly depicted and identified as "Area A Ingress/Egress Easement" (hereinafter "Area A"), to use for vehicular and pedestrian ingress and egress to and from Broadway. This Easement is limited to passage on or over areas designated for passage and does not permit parking and/or loading/unloading areas. The use for which this easement is granted is for the limited purpose of vehicular or pedestrian traffic of customers, employees, officers, invitees, guests and licensees of Lot 1 Owner, the tenants or owners of any portion of Lot 1, and is further limited to purposes connected with or incidental to any use then being made of the property by the Lot 1 Owner.

2. Grant of Easement to Lot 2. The Lot 1 Owner hereby grants and conveys to the Lot 2 Owner, its successors and assigns, a perpetual and non-exclusive easement in and across that portion of Lot 1, more particularly depicted and identified as "Area B Ingress/Egress Easement" (hereinafter "Area B"), to use for vehicular and pedestrian ingress and egress to and

non-com
\$2000
M.E
O-T

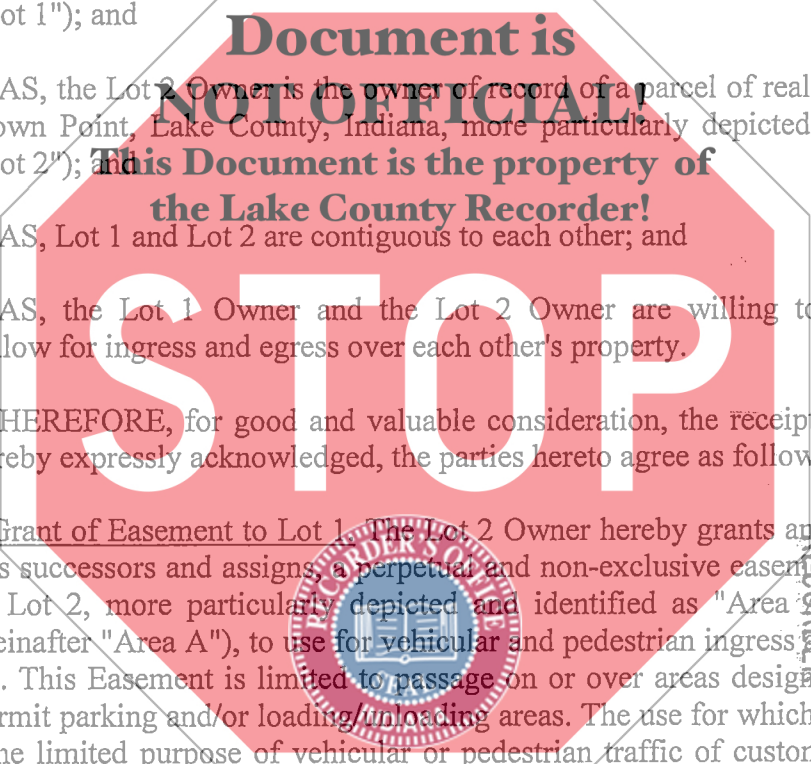
FILED

MAR 02 2016

JOHN E. PETALAS
LAKE COUNTY AUDITOR

001177

CHICAGO TITLE INSURANCE COMPANY



2016 MAR 01 2871

STATE OF INDIANA
FILED
2016 MAR 01 11 55 AM
MICHAEL B. BROWN
CLERK

from Broadway. This Easement is limited to passage on or over areas designated for passage and does not permit parking and/or loading/unloading areas. The use for which this easement is granted is for the limited purpose of vehicular or pedestrian traffic of customers, employees, officers, invitees, guests and licensees of Lot 2 Owner, the tenants or owners of any portion of Lot 2, and is further limited to purposes connected with or incidental to any use then being made of the property by the Lot 2 Owner.

3. No Passage Obstructions. No fence or other barrier which would prevent or obstruct the passage of vehicular travel for the purposes herein permitted shall be erected or permitted within or across Area A and/or Area B; provided, however, that the foregoing provision shall not prohibit the installation of convenience facilities (such as mailboxes, public telephones, benches, trash deposit enclosures, light posts, containers and transformers), of landscaping, berms or planters nor of limited curbing and other forms of traffic controls, so long as such convenience facilities, infrastructure or landscaping does not interfere with vehicular travel.

4. Modification or Redesign. Within the separate areas of Lot 1 and Lot 2, such owner from time to time shall have the right, within said owner's parcel, to designate, withdraw and re-designate as vehicular and pedestrian passageway, motor vehicle parking or building areas such locations as it will select from time to time, provided that within such parcels, there will not be any change to the size or location of Area A or Area B except as mutually agreed by the parties, evidenced by an amendment hereto, recorded in the Office of the Recorder of Lake County, Indiana.

5. Maintenance. The Lot 2 Owner agrees to keep and maintain paved and/or graveled areas on Area A in Lot 2 in adequate condition so that the passage of vehicular or pedestrian traffic can occur in a usual and customary manner. The Lot 1 Owner agrees to keep and maintain paved and/or graveled areas on Area B in Lot 1 in adequate condition so that the passage of vehicular and pedestrian traffic can occur in a usual and customary manner. In the event that Area A and/or Area B are in need of repair or gravel/concrete installation/repairs, the parties agree that the cost and expense shall be split equally between the Lot 1 Owner and the Lot 2 Owner.

6. Taxes. The Lot 1 Owner shall be responsible for real estate taxes assessed against Lot 1 and Area B. The Lot 2 Owner shall be responsible for real estate taxes assessed against Lot 2 and Area A.

7. No Dedication to Public; No Implied Easements. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Area A or Area B to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement be for the benefit of the Lot 1 Owner and Lot 2 Owner, present and

future, their heirs, personal representatives, successors and assigns. No easements, except those expressly set forth herein, shall be implied by this Agreement.

8. Successors. The parties acknowledge and agree that the rights, easements and obligations contained in this Agreement shall be covenants running with Lot 1 and Lot 2, respectively, and shall inure to the benefit of and be binding upon Lot 1 and Lot 2 and upon the parties hereto, their successors and assigns and all subsequent owners or other persons having an interest in all or any part of Lot 1 or Lot 2.

9. Authority. The undersigned Member and authorized signatory represents that it is authorized and empowered to execute this Agreement as binding on both the Lot 1 Owner and the Lot 2 Owner.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed effective as of the day and year first above written, either personally or by their duly authorized representative.

LOT 1 OWNER:

BROADWAY GROUP, LLC

By:

[Handwritten Signature]

Its:

Manager



STATE OF Illinois)
) SS.
COUNTY OF Will)

Before me, a Notary Public, in and for said County and State this 9th day of February, 2016, personally appeared John A. Coyne Manager and acknowledged the execution of the above and foregoing instrument to be his/her free and voluntary act and deed for the uses and purposes set forth therein.

WITNESS my hand and notarial seal this 9th day of February, 2016.

[Handwritten Signature], Notary Public
A Resident of DuPage County

My Commission Expires: 5/4/16



